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April 18, 1997

RECORDATION NO. 20685 FILED

MAY 14 '97 1-00PM

RECORDATION NO. 20685-A, B FILED

MAY 14 '97 1-00PM

MAY 14 1 00 PM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Secretary, Surface Transportation Board
Recordations Division
1201 Constitution Avenue
Washington, DC 20423

Dear Secretary:

I have enclosed an original and a certified true copy of the documents described below, to be recorded pursuant to Section 11303 or Title 49 of the U.S. Code:

Item One is an Equipment Lease Agreement from Linden Leasing, Inc. to Linden Lumber Co., Ltd. dated February 1, 1997.

Item Two is a Collateral Assignment of Rail Car Leases, described as Item One. The assignment is dated December 13, 1996. We request that this assignment be cross-indexed.

Item Three is a Rolling Stock Mortgage, Security Agreement and Assignment of Leases relating to the railcars which are leased pursuant to Item One and the Equipment Lease, which is Item One. The Rolling Stock Mortgage and Security Agreement and Assignment of Leases are dated December 13, 1996.

A description of the equipment covered by the aforementioned documents follows:

Used 100-Ton Steel Log Cars - 71'

<u>OLD NO.</u>	<u>NEW NO.</u>
TEMX 16	LOG X01
TEMX 28	LOG X02

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TEMX 26	LOG X03
TEMX 11	LOG X04
TEMX 30	LOG X05
TEMX 27	LOG X06
TEMX 13	LOG X07
TEMX 29	LOG X08
TEMX 21	LOG X09
TEMX 17	LOG X10
TEMX 25	LOG X11

Used 100-Ton Steel Log Cars - 61'

<u>OLD NO.</u>	<u>NEW NO.</u>
TEMX 12	LOG X12
TEMX 08	LOG X13
TEMX 09	LOG X14
TEMX 14	LOG X15
TEMX 15	LOG X16
TEMX 22	LOG X17
TEMX 19	LOG X18
TEMX 06	LOG X19
TEMX 20	LOG X20
TEMX 18	LOG X21
TEMX 10	LOG X22
TEMX 24	LOG X23
TEMX 07	LOG X24
TEMX 23	LOG X25

The names and addresses of the parties to the documents are as follows:

Mortgagor/Assignor/Borrower:

Linden Leasing, Inc.
Highway 43 North
Linden, Alabama 36748

Lessee:

Linden Lumber Co., Ltd.
Highway 43 North
Linden, Alabama 36748

Mortgagee/Assignee/Creditor:

Compass Bank
15 South 20th Street
Birmingham, Alabama 35233

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A fee of ~~\$200.00~~ ^{\$ 72.00} is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Compass Bank, c/o William S. Wright, Balch & Bingham LLP, P. O. Box 306, Birmingham, Alabama 35201.

A short summary of the documents to appear in the index follows:

PRIMARY DOCUMENT

1. Rolling Stock Mortgage, Security Agreement and Assignment of Leases between Compass Bank, 15 South 20th Street, Birmingham, Alabama 35233, and Linden Leasing, Inc., Highway 43 North, Linden, Alabama 36748 dated December 13, 1996 and covering the following items and the Equipment Lease Agreement from Linden Leasing, Inc. to Linden Lumber Co., Ltd. dated February 1, 1997:

Used 100-Ton Steel Log Cars - 71'

<u>OLD NO.</u>	<u>NEW NO.</u>
TEMX 16	LOG X01
TEMX 28	LOG X02
TEMX 26	LOG X03
TEMX 11	LOG X04
TEMX 30	LOG X05
TEMX 27	LOG X06
TEMX 13	LOG X07
TEMX 29	LOG X08
TEMX 21	LOG X09
TEMX 17	LOG X10
TEMX 25	LOG X11

Used 100-Ton Steel Log Cars - 61'

TEMX 12	LOG X12
TEMX 08	LOG X13
TEMX 09	LOG X14
TEMX 14	LOG X15
TEMX 15	LOG X16
TEMX 22	LOG X17
TEMX 19	LOG X18
TEMX 06	LOG X19

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TEMX 20	LOG X20
TEMX 18	LOG X21
TEMX 10	LOG X22
TEMX 24	LOG X23
TEMX 07	LOG X24
TEMX 23	LOG X25

2. Equipment Lease Agreement between Linden Leasing, Inc., Highway 43 North, Linden, Alabama 36748 and Linden Lumber Co., Ltd., Highway 43 North, Linden, Alabama 36748 dated February 1, 1997.

SECONDARY DOCUMENT

1. Collateral Assignment of Railcar Leases from Linden Leasing, Inc., Highway 43 North, Linden, Alabama 36748 to Compass Bank, 15 South 20th Street, Birmingham, Alabama 35233 dated December 13, 1996, connected to the Equipment Lease Agreement between Linden Leasing, Inc. and Linden Lumber Co., Ltd. and covering the following items and the aforesaid Equipment Leasing Agreement:

Used 100-Ton Steel Log Cars - 71'

<u>OLD NO.</u>	<u>NEW NO.</u>
TEMX 16	LOG X01
TEMX 28	LOG X02
TEMX 26	LOG X03
TEMX 11	LOG X04
TEMX 30	LOG X05
TEMX 27	LOG X06
TEMX 13	LOG X07
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TEMX 21	LOG X09
TEMX 17	LOG X10
TEMX 25	LOG X11

Used 100-Ton Steel Log Cars - 61'

TEMX 12	LOG X12
TEMX 08	LOG X13

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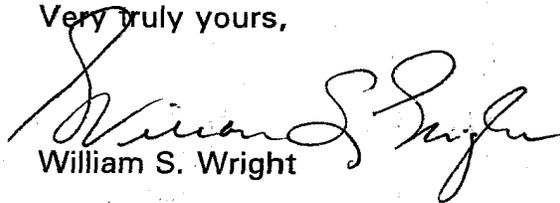
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TEMX 09	LOG X14
TEMX 14	LOG X15
TEMX 15	LOG X16
TEMX 22	LOG X17
TEMX 19	LOG X18
TEMX 06	LOG X19
TEMX 20	LOG X20
TEMX 18	LOG X21
TEMX 10	LOG X22
TEMX 24	LOG X23
TEMX 07	LOG X24
TEMX 23	LOG X25

Very truly yours,



William S. Wright

WSW/bfa
Enclosures

RECORDATION NO. 20685 FILED A

MAY 14 '97

1-00PM

**ROLLING STOCK MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES**

THIS ROLLING STOCK MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES (the "Agreement") is being executed and entered into as of the 13~~th~~ day of December, 1996, by **LINDEN LEASING, INC.**, a _____ corporation ("Debtor") in favor of **COMPASS BANK**, an Alabama state banking corporation ("Bank").

PREAMBLE

Contemporaneously with the execution hereof, Debtor is becoming indebted to Bank, on an advancing non-revolving line of credit in the principal amount of up to **FOUR HUNDRED SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$406,250.00)** (the "Loan"), or so much thereof as may be advanced pursuant to that certain Credit and Security Agreement between Debtor and Bank dated as of December 13, 1996 (the "Loan Agreement"), as evidenced by a Promissory Note of even date herewith, payable to Bank with interest thereon and as provided therein (the "Note") and as secured by the Loan Agreement and the other Loan Documents defined therein (together with the Note and the Loan Agreement, the "Loan Documents").

Bank has required and Debtor has agreed to enter into this Agreement to further secure said Note and any and all other future or additional Liabilities of Debtor to Secured Party (said Liabilities, as defined in paragraph 5, being referred to herein as "Liabilities").

AGREEMENT

NOW, THEREFORE, the undersigned Debtor, in consideration of the premises, the Bank's making the Loan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the prompt payment of the Loan, with the interest thereon, and any extensions, modifications, or renewals of same, and any and all other Liabilities of Debtor to Secured Party, and further to secure the performance of the covenants, conditions, and agreements hereinafter set forth and set forth in the Note, and as may be set forth in the Loan Agreement and other Loan Documents or other instruments evidencing or securing other Liabilities of Debtor to Secured Party, and further to secure any and all charges incurred by Secured Party on account of Debtor, including but not limited to attorney's fees, does hereby agree as follows:

1. **Definitions.** All terms used herein which are defined in the Alabama Uniform Commercial Code (the "Code") shall have the same meaning herein as in the Code unless otherwise indicated herein.

2. **Incorporation by Reference.** All of the terms and provisions of the Note are hereby incorporated by reference as though set forth in full herein.

3. **Security Interests.** Debtor hereby grants to Secured Party a mortgage on, assignment of, title to and a security interest in the Collateral described in paragraph 4 hereof to secure the performance and payment of the Liabilities described in paragraph 5 hereof.

4. **Collateral.** As security for the payment and performance of all Liabilities of the Debtor, Debtor hereby mortgages, assigns and grants to Secured Party title to, a mortgage on, a security interest in and an assignment of the following described property of the Debtor, whether now owned or existing or hereafter created, acquired or arising (herein collectively referred to as the "Collateral"):

4.01 **Rolling Stock.** The railcars and any other items of personal property listed on Exhibit "A" hereto, wheresoever the same may be located;

4.02 **Parts, Accessories, Etc..** All parts, accessories, repairs, improvements, accessions, substitutions and replacements thereof or therefor at any time owned, arising, acquired or arising;

4.03 **Leases.** All leases, subleases and lease guaranties of or relating in any way to the property described in Section 4.01 or 4.02 hereof, whether now owned or existing or hereafter created, acquired or arising, including without limitation that certain Lease from Debtor to Linden Lumber Company, Inc. dated as of February 1, 1997, and all rents, lease payments, mileage, mileage credits, revenues, funds, moneys, proceeds, accounts, accounts receivable, contract rights, instruments and general intangibles paid or payable in respect of the sale, lease, ownership or use of the property described in Section 4.01 or 4.02 hereof, whether now owned, existing or owing or hereafter created, acquired or arising.

4.04 **Proceeds.** All cash and non-cash proceeds (including insurance, contract and tort claims) and products of all of the foregoing.

5. **Liabilities.** "Liabilities" of Debtor, as used herein, shall mean:

5.01 Note. The Note, with interest as therein provided, and all extensions, modifications, or renewals thereof.

5.02 Other Indebtedness. Any and all other obligations, indebtedness, and liabilities of the Debtor to the Secured Party, whether joint or several, due or to become due, liquidated or unliquidated, now existing or hereafter arising, absolute or contingent, direct or indirect, and all extensions, modifications, and renewals thereof, and whether incurred or given as maker, endorser, guarantor, surety, or otherwise.

6. Representations, Warranties, and Covenants. The Debtor hereby represents, warrants, and covenants as follows:

6.01 No Adverse Liens. Except for any security interest specifically set forth on an addendum attached hereto, and except for the security interest granted hereby, the Debtor is or (with respect to Collateral not presently owned by Debtor will be) the lawful owner of all Collateral free from any adverse lien, security interest, or encumbrance, and shall have full right to pledge, sell, assign, or transfer the same to Secured Party. Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

6.02 Financing Statements. No financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on an addendum attached hereto, if any, and except for the financing statements executed by Debtor and Secured Party. At the Secured Party's request, the Debtor will join with Secured Party in executing one or more financing statements pursuant to the Code in form satisfactory to the Secured Party, and will pay the cost of filing the same in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable. The Debtor authorizes the Secured Party to prepare and to file financing statements covering the Collateral signed only by the Secured Party and to sign the Debtor's signature to such financing statements in jurisdictions where Debtor's signature is required. The Debtor promises to pay the Secured Party the fees incurred in filing the financing statements, which fees shall become part of the Liabilities secured by this Agreement.

6.03 Inspection of Collateral and Records. The Secured Party may examine and inspect the Collateral and records and documents related to the Collateral at any time, wherever located.

6.04 Assignment or Sale. Debtor, its agents, servants, or employees will not sell, transfer, assign, lease, sublease, mortgage, grant a security interest, lien or other encumbrance with respect to or otherwise dispose of any of all or any portion of the Collateral, or offer or attempt to do any of the foregoing, either in whole or in part, or any interest therein without the written consent of the Secured Party, except for the leasing of railcars in the ordinary course of its business.

6.05 Payment of Taxes and Insurance. Debtor will pay promptly all taxes and assessments upon or with respect to the Collateral. Debtor hereby authorizes Secured Party to discharge taxes, assessments, liens, security interests, or other encumbrances at any time levied or placed on the Collateral, to pay for any insurance on the Collateral required to be maintained by Debtor hereunder, and to pay for, make, or provide for any maintenance, repair, or preservation of the Collateral as the Secured Party shall deem reasonably necessary to preserve its interests; provided, however, that Secured Party shall be under no obligation to do so. Debtor agrees to reimburse Secured Party on demand with interest at the rate set forth in the Note for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization. Payments made or expenses incurred by Secured Party pursuant to the foregoing authorization shall be included in the Liabilities secured hereunder.

6.06 Additional Representations of Debtor (Collateral). With respect to all of the Collateral:

6.06(a) Such Collateral is used or bought primarily for business purposes.

6.06(b) Such Collateral is being acquired or refinanced with the proceeds of the Loan.

6.06(c) If certificates of title are issued or outstanding with respect to such Collateral, the Debtor will cause the Secured Party's interest to be properly noted thereon.

6.06(d) Debtor has and will maintain insurance on such Collateral to the extent and against such hazards and liabilities as is commonly done by companies of like nature, similarly situated, including but not limited to public liability, theft, fire (with extended coverage) insurance, and in the case of motor vehicles, collision insurance, all containing

such terms and for such periods as may be reasonably satisfactory to the Secured Party. All such insurance will be maintained with insurance companies reasonably acceptable to the Secured Party and will be payable to the Secured Party and to the Debtor as its interests may appear. All insurance policies shall provide for a minimum of ten (10) days' written cancellation notice to the Secured Party and, at the Secured Party's request, all policies shall be delivered to and held by the Secured Party. If at any time the Secured Party is of the opinion that the Debtor's insurance coverage is inadequate, the Debtor will, within ten (10) days after written request by the Secured Party, obtain such insurance as the Secured Party shall reasonably request. Secured Party is hereby made attorney-in-fact for Debtor to obtain, adjust, and settle, in its sole discretion, such insurance and to endorse any drafts or checks issued in connection with such insurance.

6.06(e) Debtor agrees to prevent and protect against any waste, damage, or destruction of such Collateral, and Debtor will maintain the same in as good condition as it now is in, ordinary and reasonable wear and tear excepted.

6.07 Name of Debtor. Debtor's name has always been as set forth on the first page of this Agreement, except as otherwise disclosed in writing to the Secured Party. Debtor will promptly advise the Secured Party in writing of any change in Debtor's name.

6.08 Indemnification. Debtor shall cause all railcars which are Collateral hereunder to be marked with stenciling to identify the same as being subject to this Agreement if requested by Secured Party or required by applicable laws, regulations or rules of any governmental authority or the Association of American Railroads.

6.09 Certain Rights With Respect to Collateral. Secured Party shall have the authority, but shall not be obligated to: (a) notify any or all lessees or others obligated to Debtor for the use or rental of Collateral described in Section 4.01 or 4.02 hereof, of the existence of Secured Party's interests therein and to pay or remit all sums due or to become due under any such lease directly to Secured Party or Secured Party's nominee; (b) place on any Collateral evidenced by chattel paper or instrument a notation or legend showing Secured Party's security interest; (c) in the name of Debtor or otherwise, to demand, collect,

receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue any suits or proceedings in respect of any of the Collateral; (d) take any action which Secured Party may deem necessary or desirable in order to realize on the Collateral, including, without limitation, the power to perform any contract or lease, to endorse in the name of Debtor any checks, drafts, notes or other instruments or documents received in payment of or on account of the Collateral; and (e) to place upon Borrower's books and records relating to the accounts, accounts receivable and contract rights covered by the security interest granted hereby a notation or legal stating that such account, accounts receivable or contract right is subject to a security interest held by Secured Party.

7. Set Off. The Secured Party is hereby given a continuing lien as additional security for the Liabilities hereunder upon any and all monies, securities, and other property of Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to the Secured Party from or for Debtor, whether for safekeeping, custody, pledge, transmission, collection, or otherwise, and also upon any and all deposit balances (general or special) and credits of Debtor with, and any and all claims of Debtor against, the Secured Party at any time existing, and upon an event of default hereunder, the Secured Party may apply or set off the same against the Liabilities hereby secured.

8. Events of Default. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions which is not completely cured within any specific time period provided in any Loan Document:

8.01 Any Event of Default or failure to perform any obligation, covenant, or liability contained or referred to herein, in the Note, the Loan Agreement, or any other Loan Document.

8.02 Assignment, transfer, or encumbrance or any unreimbursed loss, theft, damage or destruction to or of any part of the Collateral (except for sales or encumbrances of Collateral expressly authorized by the terms of this Agreement), or any levy, seizure, injunction, or attachment thereon.

9. Rights and Remedies Upon Default. Upon the occurrence of any of the above events of default, the Secured Party shall have the following rights which shall be cumulative with all other rights and remedies of Secured Party:

9.01 Acceleration and Other Rights. The right to declare all Liabilities secured hereby to be immediately due and payable without

notice to or demand upon the Debtor or any other person. The Secured Party, in addition to any remedies it may exercise under this Security Agreement, the Note, under other documents executed in connection with the Liabilities secured hereby, or under applicable law, may immediately and without demand, exercise any and all of the rights of a secured party upon default under the Uniform Commercial Code, applicable federal law or any other applicable law, all of which shall be cumulative. Such rights shall include, without limitation:

9.01(a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from the Debtor and without any liability for rent, storage, utilities or other sums.

9.01(b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give the Debtor at least five (5) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which the Debtor agrees shall be reasonable notice of any sale or disposition of the Collateral.

9.01(c) Upon request of Secured Party, Debtor shall assemble and make the Collateral available to Secured Party at a place reasonably convenient to Debtor and Secured Party.

9.02 Attorney-in-Fact. To effectuate the rights and remedies of the Secured Party upon default, Debtor does hereby irrevocably appoint Secured Party attorney-in-fact for the Debtor, with full power of substitution to, after default of Debtor, sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Debtor could do, and to sell, assign, and transfer any Collateral to Secured Party or any other party.

9.03 Receiver. Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction, in connection with any action taken by the Secured Party to enforce its rights and remedies hereunder, to manage, protect, and preserve the Collateral and continue the business of the Debtor, to collect all revenues and profits thereof, and to apply the same to the payment of all expenses and other charges of such receivership, including but not limited to the compensation of the receiver, and to the payment of Liabilities secured hereby, until a sale or other disposition of such Collateral shall be finally made and consummated, or until all Liabilities secured hereby shall have been paid.

9.04 Proceeds of Sale; Deficiency. The proceeds of any sale or other disposition of Collateral by the Secured Party shall be applied first to the expenses (including, but not limited to legal expenses and reasonable attorneys' fees) of retaking, holding, storing, and processing the Collateral and preparing the Collateral for sale, selling and the like and collecting or attempting to collect the Liabilities secured by this Agreement; then to the satisfaction of the Liabilities secured hereby with the application of such proceeds to particular Liabilities or to interest or principal as the Secured Party, in its sole discretion, shall determine; and the balance, if any, to be paid to Debtor or to be paid as otherwise provided by Law.

10. Remedies, Cumulative; Waiver; Severability. The enumeration of the foregoing rights is not intended to be exhaustive, and the exercise of any right shall not preclude the exercise of any other rights, all of which shall be cumulative. Debtor agrees that any delay by the Secured Party in exercising any right or remedy hereby granted shall not be construed as a waiver by the Secured Party of any of its rights or remedies hereunder. Secured Party may permit the Debtor to remedy any default, but such shall not be a waiver of the default so remedied, and Secured Party's waiver of any default shall not be a waiver of any subsequent or prior defaults. In addition to any other waivers, as set forth herein or in the Note, against the Liabilities secured hereby, Debtor expressly waives, to the extent allowed by law, all claims and rights to claim any exemptions allowed or allowable under the Constitution or laws of the United States, the State of Alabama, or any other jurisdiction. All rights and remedies of Secured Party hereunder or with respect to Liabilities or Collateral shall be cumulative, and in addition to any other right available to Secured Party by statute or at law or in equity, and may be exercised singularly or concurrently. In the event that any one or more of the terms or provisions of this Agreement or of the Note shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining terms or provisions shall in no way be affected, prejudiced or disturbed thereby.

11. Assignment of Liabilities. If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Secured Party transfers any or all of the Liabilities, such transfer shall, unless otherwise specified in writing, carry with it Secured Party's rights and remedies under this Agreement with respect to such Liabilities transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Secured Party retains any of the Liabilities, Secured Party shall continue to have the rights and remedies herein set forth with respect thereto.

12. Notices. Any demand upon or notice to Debtor that the Secured Party may elect to give shall be effective if hand delivered to Debtor, deposited in the United States mail, postage prepaid, return receipt requested, or delivered to a telegraph company addressed to Debtor at the address shown below Debtor's signature, or if Debtor has notified the Secured Party in writing of a change of address, to Debtor's last address so notified. Demands or notices addressed to Debtor's address at which the Secured Party customarily communicates with Debtor shall also be effective.

13. Agreement Under Seal. This Agreement is given under the seal of all persons signing as and for the Debtor. It is intended by Debtor and all persons signing for Debtor that this instrument is and shall constitute a sealed instrument according to law.

14. Headings. The headings of the sections, paragraphs, and subdivisions of this Agreement are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

15. Successors and Assigns. The provisions of this Agreement shall inure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors, and assigns.

16. Applicable Law. This Agreement, the Note, and the Loan Documents, except as may otherwise be provided therein, shall be construed and governed, and their validity determined, according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned Debtor and Secured Party have caused this Agreement to be duly executed and delivered effective on the 13~~th~~ day of December, 1996.

WITNESS:

Greg Ounnon

DEBTOR:

LINDEN LEASING, INC.

By: Angel V. Overmyer
Its President

Debtor's address:

Linden Leasing, Inc.
c/o Linden Lumber Company
Highway 43 North
Linden, Alabama 36748

SECURED PARTY:

WITNESS:

Rose Wilson

COMPASS BANK

By: [Signature]
Its Vice President

Secured Party's address:

COMPASS BANK
15 South 20th Street
Birmingham, Alabama 35233

STATE OF ALABAMA)
JEFFERSON COUNTY)

I hereby certify that I am counsel to Compass Bank and that this document is a true and accurate photocopy of the Rolling Stock Mortgage, Security Agreement and Assignment of Leases between Linden Leasing, Inc. and Compass Bank dated December 13, 1996.

BALCH & BINGHAM, LLP

By: William S. Wright
William S. Wright

Sworn to and subscribed before me this
18th day of April, 1997.
Brenda J. Allen
Notary Public
My commission expires 1/15/2000

STATE OF ALABAMA)

COUNTY OF Hale)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hugh V. Chermak, whose name as President of **LINDEN LEASING, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 13th day of December, 1996.

[NOTARIAL SEAL]

[Signature]
Notary Public
My commission expires: 6-30-00

STATE OF ALABAMA)

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DE Jones, whose name as V.P. of **COMPASS BANK**, an Alabama state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 20 day of Dec, 1996.

[NOTARIAL SEAL]

[Signature]
Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
My commission expires: 04.11.2007
MY COMMISSION EXPIRES: 04.11.2007.

EXHIBIT "A"

DESCRIPTION OF COLLATERAL

Used 100-Ton Steel Log Cars - 71'

<u>Old No.</u>	<u>New No.</u>
TEMX 16	LOGX 01
TEMX 28	LOGX 02
TEMX 26	LOGX 03
TEMX 11	LOGX 04
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Used 100-Ton Steel Log Cars - 61'

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TEMX 18	LOGX 21
TEMX 10	LOGX 22
TEMX 24	LOGX 23
TEMX 07	LOGX 24
TEMX 23	LOGX 25